

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CUAUHTEMOC LUGO,
Plaintiff(s),

v.

CITY OF LOS ANGELES; OFFICER
CARLOS; OFFICER DEHARO;
SERGEANT JOHNSON; SERGEANT
KIEFER, and DOES 1 through 10,
inclusive,

Defendant(s).

Case No. 2:24-cv-05496 RGK(Ex)

STIPULATED PROTECTIVE ORDER

1. INTRODUCTION

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or

1 responses to discovery and that the protection it affords from public disclosure and
2 use extends only to the limited information or items that are entitled to confidential
3 treatment under the applicable legal principles.

4 1.2 Good Cause Statement.

5 This action involves the City of Los Angeles (“CITY”) and individual sworn
6 police officers of the Los Angeles Police Department (“LAPD”) on one side; and on
7 the other, Plaintiff Cuauhtemoc Lugo, who claims damages from the City and LAPD
8 Officers.

9 As such, Plaintiff may seek materials and information that the City maintains
10 as confidential, such as personnel files of the police officers involved in the incident,
11 video recordings (including Body-Worn Video recordings and Digital In-Car Video
12 recordings), audio recordings, and other administrative materials and information
13 currently in the possession of the City and which the City believes needs special
14 protection from public disclosure and from use for any purpose other than prosecuting
15 this litigation. Plaintiff may also seek official information contained in the personnel
16 files of the Police Officers involved in the subject incident, which the City maintains
17 as strictly confidential and which the City believes needs special protection from
18 public disclosure and from use for any purpose other than prosecuting this litigation.

19 The City asserts that the confidentiality of materials and information sought by
20 Plaintiff is recognized by California and federal law as evidenced by, *inter alia*,
21 California Penal Code section 832.7, California Evidence Code section 1043 et. seq.
22 and *Kerr v. United States District Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. 1975),
23 *aff’d*, 426 U.S. 394 (1976); *Sanchez v. City of Santa Ana*, 936 F.2d 192, 198 (9th. Cir.
24 1990); *Miller v. Pancucci*, 141 F.R.D. 292 (C.D. Cal 1992). The City does not
25 publicly release the materials and information referenced above except under
26 protective order or pursuant to a court order, if at all. These materials and information
27 are of the type that has been used to initiate disciplinary action against LAPD officers
28 and has been used as evidence in disciplinary proceedings, where officers’ conduct

1 was considered to be contrary to LAPD policy.

2 The City contends that absent a protective order delineating the responsibilities
3 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary
4 and undue disclosure by one or more of the many attorneys, secretaries, law clerks,
5 paralegals, and expert witnesses involved in the case, as well as the corollary risk of
6 embarrassment, harassment and professional and legal harm on the part of the LAPD
7 officers referenced in the materials and information.

8 Defendants seek discovery of various information relating to Plaintiff's
9 damages claims, including employment information, housing information, financial
10 information, and confidential medical records that may be personal, private, and
11 potentially embarrassing if unnecessarily disseminated; thus, Plaintiff contends such
12 information not be disseminated beyond this litigation.

13 Accordingly, to expedite the flow of information, to facilitate the prompt
14 resolution of disputes over the confidentiality of discovery materials, to adequately
15 protect information the parties are entitled to keep confidential, to ensure that the
16 parties are permitted reasonably necessary uses of such material in preparation for
17 and in the conduct of trial, to address their handling at the end of litigation, and serve
18 the ends of justice, a protective order is necessary. Such information will not be
19 designated as confidential for tactical reasons and nothing will be designated without
20 a good faith belief that it has been maintained in a confidential, non-public manner,
21 and there is good cause why it should not be part of the public record in this case.

22 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
23 further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
24 Order does not entitle them to file confidential information under seal; Local Rule 79-
25 5 sets forth the procedures that must be followed and the standards that will be applied
26 when a party seeks permission from the court to file material under seal.

27 There is a strong presumption that the public has a right of access to judicial
28 proceedings and records in civil cases. In connection with non-dispositive motions,

1 good cause must be shown to support a filing under seal. *See Kamakana v. City and*
2 *Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of Byrd*
3 *v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-Welbon v.*
4 *Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
5 orders require good cause showing), and a specific showing of good cause or
6 compelling reasons with proper evidentiary support and legal justification, must be
7 made with respect to Protected Material that a party seeks to file under seal. The
8 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
9 does not—without the submission of competent evidence by declaration, establishing
10 that the material sought to be filed under seal qualifies as confidential, privileged, or
11 otherwise protectable—constitute good cause.

12 Further, if a party requests sealing related to a dispositive motion or trial, then
13 compelling reasons, not only good cause, for the sealing must be shown, and the relief
14 sought shall be narrowly tailored to serve the specific interest to be protected. *See*
15 *Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir. 2010). For each item
16 or type of information, document, or thing sought to be filed or introduced under seal
17 in connection with a dispositive motion or trial, the party seeking protection must
18 articulate compelling reasons, supported by specific facts and legal justification, for
19 the requested sealing order. Again, competent evidence supporting the application to
20 file documents under seal must be provided by declaration.

21 Any document that is not confidential, privileged, or otherwise protectable in
22 its entirety will not be filed under seal if the confidential portions can be redacted. If
23 documents can be redacted, then a redacted version for public viewing, omitting only
24 the confidential, privileged, or otherwise protectable portions of the document, shall
25 be filed. Any application that seeks to file documents under seal in their entirety
26 should include an explanation of why redaction is not feasible.

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1 **2. DEFINITIONS**

2 2.1 Action: Cuauhtemoc Lugo v. City of Los Angeles et. al. Case No. 2:24-
3 cv-05496 RGK(Ex).

4 2.2 Challenging Party: a Party or Non-Party that challenges the designation
5 of information or items under this Order.

6 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify for protection
8 under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified above in
9 the Good Cause Statement.

10 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
11 support staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 2.6 Disclosure or Discovery Material: all items or information, regardless of
16 the medium or manner in which it is generated, stored, or maintained (including,
17 among other things, testimony, transcripts, and tangible things), that are produced or
18 generated in disclosures or responses to discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter
20 pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this Action.

22 2.8 Final Disposition: the later of (1) dismissal of all claims and defenses in
23 this Action, with or without prejudice; and (2) final judgment herein after the
24 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
25 this Action, including the time limits for filing any motions or applications for
26 extension of time pursuant to applicable law.

27 2.9 In-House Counsel: attorneys who are employees of a party to this Action.
28 In-House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2 2.10 Non-Party: any natural person, partnership, corporation, association, or
3 other legal entity not named as a Party to this action.

4 2.11 Outside Counsel of Record: attorneys who are not employees of a party
5 to this Action but are retained to represent or advise a party to this Action and have
6 appeared in this Action on behalf of that party or are affiliated with a law firm which
7 has appeared on behalf of that party, and includes support staff.

8 2.12 Party: any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 support staffs).

11 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
12 Discovery Material in this Action.

13 2.14 Professional Vendors: persons or entities that provide litigation- support
14 services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)
16 and their employees and subcontractors.

17 2.15 Protected Material: any Disclosure or Discovery Material that is
18 designated as “CONFIDENTIAL.”

19 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21 **3. SCOPE**

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or extracted
24 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
25 Protected Material; and (3) any testimony, conversations, or presentations by Parties
26 or their Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the
28 trial judge. This Stipulated Protective Order does not govern the use of Protected

1 Material at trial.

2 **4. DURATION**

3 Even after final disposition of this litigation, the confidentiality obligations
4 imposed by this Order will remain in effect until a Designating Party agrees otherwise
5 in writing or a court order otherwise directs. Final disposition will be deemed to be
6 the later of (1) dismissal of all claims and defenses in this Action, with or without
7 prejudice; and (2) final judgment herein after the completion and exhaustion of all
8 appeals, rehearings, remands, trials, or reviews of this Action, including the time
9 limits for filing any motions or applications for extension of time pursuant to
10 applicable law.

11 **5. DESIGNATING PROTECTED MATERIAL**

12 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

13 Each Party or Non-Party that designates information or items for protection under this
14 Order must take care to limit any such designation to specific material that qualifies
15 under the appropriate standards. The Designating Party must designate for protection
16 only those parts of material, documents, items, or oral or written communications that
17 qualify so that other portions of the material, documents, items, or communications
18 for which protection is not warranted are not swept unjustifiably within the ambit of
19 this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber the case development process or to impose
23 unnecessary expenses and burdens on other parties) may expose the Designating Party
24 to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection, that Designating Party must
27 promptly notify all other Parties that it is withdrawing the inapplicable designation.

28 **5.2 Manner and Timing of Designations.** Except as otherwise provided in

1 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a) below),
2 or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
3 for protection under this Stipulated Protective Order must be clearly so designated
4 before the material is disclosed or produced.

5 Designation in conformity with this Stipulated Protective Order requires:

6 (a) for information in documentary form (e.g., paper or electronic
7 documents, but excluding transcripts of depositions or other pretrial or trial
8 proceedings), that the Producing Party affix at a minimum, the legend
9 “CONFIDENTIAL” to each page that contains protected material. If only a portion
10 or portions of the material on a page qualifies for protection, the Producing Party also
11 must clearly identify the protected portion(s) (e.g., by making appropriate markings
12 in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed CONFIDENTIAL. After the inspecting Party has identified the documents
18 it wants copied and produced, the Producing Party must determine which documents,
19 or portions thereof, qualify for protection under this Stipulated Protective Order.
20 Then, before producing the specified documents, the Producing Party must affix the
21 “CONFIDENTIAL” legend to each page that contains Protected Material. If only a
22 portion or portions of the material on a page qualifies for protection, the Producing
23 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
24 markings in the margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition all
27 protected testimony.

28 (c) for information produced in some form other than documentary and for

1 any other tangible items, that the Producing Party affix in a prominent place on the
2 exterior of the container or containers in which the information is stored the
3 “CONFIDENTIAL” legend. If only a portion or portions of the information warrants
4 protection, the Producing Party, to the extent practicable, shall identify the protected
5 portion(s).

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
7 failure to designate qualified information or items does not, standing alone, waive the
8 Designating Party’s right to secure protection under this Order for such material.
9 Upon timely correction of a designation, the Receiving Party must make reasonable
10 efforts to assure that the material is treated in accordance with the provisions of this
11 Stipulated Protective Order.

12 13 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

14 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
15 designation of confidentiality at any time that is consistent with the court’s Scheduling
16 Order.

17 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
18 resolution process under Local Rule 37.1 et seq. and in accordance with Judge Eick’s
19 Civil Procedures

20 6.3 The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper purpose
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
23 expose the Challenging Party to sanctions. Unless the Designating Party has waived
24 or withdrawn the confidentiality designation, all parties shall continue to afford the
25 material in question the level of protection to which it is entitled under the Producing
26 Party’s designation until the court rules on the challenge.

27 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is

1 disclosed or produced by another Party or by a Non-Party in connection with this
2 Action only for prosecuting, defending, or attempting to settle this Action. Such
3 Protected Material may be disclosed only to the categories of persons and under the
4 conditions described in this Order. When the Action reaches a Final Disposition, a
5 Receiving Party must comply with the provisions of section 13 below.

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Stipulated Protective Order.

9 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
10 otherwise ordered by the court or permitted in writing by the Designating Party, a
11 Receiving Party may disclose any information or item designated
12 “CONFIDENTIAL” only:

13 (a) to the Receiving Party’s Outside Counsel of Record in this Action, as
14 well as employees of said Outside Counsel of Record to whom it is reasonably
15 necessary to disclose the information for this Action;

16 (b) to the officers, directors, and employees (including House Counsel) of
17 the Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) to Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have signed the
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) to the court and its personnel;

22 (e) to court reporters and their staff;

23 (f) to professional jury or trial consultants, mock jurors, and Professional
24 Vendors to whom disclosure is reasonably necessary for this Action and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) to the author or recipient of a document containing the information or a
27 custodian or other person who otherwise possessed or knew the information;

28 (h) during their depositions, to witnesses, and attorneys for witnesses, in the

1 Action to whom disclosure is reasonably necessary, provided: (1) the deposing party
2 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A); and (2) the witness will not be permitted to keep any confidential
4 information unless they sign the “Acknowledgment and Agreement to Be Bound”
5 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court.
6 Pages of transcribed deposition testimony or exhibits to depositions that reveal
7 Protected Material may be separately bound by the court reporter and may not be
8 disclosed to anyone except as permitted under this Stipulated Protective Order; and

9 (i) to any mediator or settlement officer, and their supporting personnel,
10 mutually agreed upon by any of the parties engaged in settlement discussions.

11 (j) to the Parties, however the Parties shall only be entitled to review
12 Confidential items or information with their respective counsel and shall not take
13 possession of any confidential items or documents containing confidential
14 information.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation
18 that compels disclosure of any information or items designated in this Action as
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall
21 include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order to
23 issue in the other litigation that some or all of the material covered by the subpoena
24 or order is subject to this Protective Order. Such notification shall include a copy of
25 this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued
27 by the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served

1 with the subpoena or court order shall not produce any information designated in this
2 action as “CONFIDENTIAL” before a determination by the court from which the
3 subpoena or order issued, unless the Party has obtained the Designating Party’s
4 permission. The Designating Party shall bear the burden and expense of seeking
5 protection in that court of its confidential material and nothing in these provisions
6 should be construed as authorizing or encouraging a Receiving Party in this Action to
7 disobey a lawful directive from another court.

8 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 9.1 Application. The terms of this Stipulated Protective Order are applicable
11 to information produced by a Non-Party in this Action and designated as
12 “CONFIDENTIAL.” Such information produced by Non-Parties in connection with
13 this litigation is protected by the remedies and relief provided by this Order. Nothing
14 in these provisions should be construed as prohibiting a Non-Party from seeking
15 additional protections.

16 9.2 Notification. In the event that a Party is required, by a valid discovery
17 request, to produce a Non-Party’s confidential information in its possession, and the
18 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s
19 confidential information, then the Party shall:

20 (a) promptly notify in writing the Requesting Party and the Non-Party that
21 some or all of the information requested is subject to a confidentiality agreement with
22 a Non-Party;

23 (b) make the information requested available for inspection by the Non-
24 Party, if requested.

25 9.3 Conditions of Production. If the Non-Party fails to seek a protective
26 order from this court within 14 days of receiving the notice and accompanying
27 information, the Receiving Party may produce the Non-Party’s confidential
28 information responsive to the discovery request. If the Non-Party timely seeks a

1 protective order, the Receiving Party shall not produce any information in its
2 possession or control that is subject to the confidentiality agreement with the Non-
3 Party before a determination by the court. Absent a court order to the contrary, the
4 Non-Party shall bear the burden and expense of seeking protection in this court of its
5 Protected Material.

6 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
10 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
11 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
12 persons to whom unauthorized disclosures were made of all the terms of this Order,
13 and (d) request such person or persons to execute the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A).

15 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
16 **PROTECTED MATERIAL**

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection,
19 the obligations of the Receiving Parties are those set forth in Rule 26(b)(5)(B) of the
20 Federal Rules of Civil Procedure. This provision is not intended to modify whatever
21 procedure may be established in an e-discovery order that provides for production
22 without prior privilege review. Pursuant to Rules 502(d) and (e) of the Federal Rules
23 of Evidence, insofar as the parties reach an agreement on the effect of disclosure of a
24 communication or information covered by the attorney-client privilege or work
25 product protection, the parties may incorporate their agreement in the stipulated
26 protective order submitted to the court.

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1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
3 abridges the right of any person to seek its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Stipulated Protective Order no Party waives any right it otherwise would have to
6 object to disclosing or producing any information or item on any ground not addressed
7 in this Stipulated Protective Order. Similarly, no Party waives any right to object on
8 any ground to use in evidence of any of the material covered by this Stipulated
9 Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Local Rule 79-5. Protected Material may only
12 be filed under seal pursuant to a court order authorizing the sealing of the specific
13 Protected Material at issue. If a Party's request to file Protected Material under seal
14 is denied by the court, then the Receiving Party may file the information in the public
15 record unless otherwise instructed by the court.

16 **13. FINAL DISPOSITION**

17 After the Final Disposition of this Action, as defined in paragraph 4, within 60
18 days of a written request by the Designating Party, each Receiving Party must return
19 all Protected Material to the Producing Party or destroy such material. As used in this
20 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
21 summaries, and any other format reproducing or capturing any of the Protected
22 Material. Whether the Protected Material is returned or destroyed, the Receiving
23 Party must submit a written certification to the Producing Party (and, if not the same
24 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
25 (by category, where appropriate) all the Protected Material that was returned or
26 destroyed and (2) affirms that the Receiving Party has not retained any copies,
27 abstracts, compilations, summaries or any other format reproducing or capturing any
28 of the Protected Material. Notwithstanding this provision, Counsel is entitled to retain

1 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
2 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
3 reports, attorney work product, and consultant and expert work product, even if such
4 materials contain Protected Material. Any such archival copies that contain or
5 constitute Protected Material remain subject to this Protective Order as set forth in
6 Section

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1 **14. VIOLATION**

2 Any violation of this Stipulated Protective Order may be punished by any and
3 all appropriate measures including, without limitation, contempt proceedings and/or
4 monetary sanctions.

5
6 Dated: October 28, 2024 **LAW OFFICE OF DO KIM, APLC**

7 By: /s/ James Do Kim

8 **JAMES DO KIM,**

9 *Counsel for Plaintiff* CUAUHTEMOC LUGO

10 Dated October 28, 2024 **DEVANEY PATE MORRIS AND CAMERON, LLP**

11
12 By: /s/ Lesley Ionescu

13 **LESLEY IONESCU**

14 *Counsel for Defendant* JOSHUA CARLOS

15 Dated: October 28, 2024 **HYDEE FELDSTEIN SOTO**, City Attorney

16 **DENISE C. MILLS**, Chief Deputy City Attorney

17 **KATHLEEN KENEALY**, Chief Assistant City Attorney

18 **CORY M. BRENT**, Senior Assistant City Attorney

19 By: /s/ *Jeremy B. Warren*

20 **JEREMY B. WARREN**, Deputy City Attorney

21 *Attorneys for Defendants*, CITY OF LOS ANGELES,
22 BRANDON KIEFER, JONATHAN JOHNSON, AND
23 JUAN DEHARO

24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26 Dated: 10/28/24



27 **HONORABLE CHARLES F. EICK**

28 United States Magistrate Court Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on **[date]** _____ in the case of *CUAUHTEMOC LUGO*
v. CITY OF LOS ANGELES, ET AL., USDC Case No. 2:24-cv-05496 RGK(E). I
agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ **[print**
or type full name] of _____ **[print**
or type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____